

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHSREV100001115  
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES ("DSHS")** and **CITY OF AUSTIN ("City")**, a home-rule municipality, who are collectively referred to herein as the "Parties," to that certain Texas Behavioral Risk Factor Surveillance System (BRFSS) Contract effective May 8, 2018, and denominated as DSHS Contract No. HHSREV100001115 (the "Contract"), now desire to amend the Contract.

**WHEREAS**, the Parties have chosen to exercise their option to extend the term of the Contract in accordance with Section II of the Contract; and

**WHEREAS**, the Parties desire to make additional funds available in support of the services provided under the Contract through August 31, 2024; and

**WHEREAS**, the Parties desire to add a Supplemental Statement of Work, Deliverables Schedule, and Expenditure Report and Payment Request Form to allow for successful completion of the Project.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **SECTION II** of the Contract, **TERM OF THE CONTRACT**, is hereby amended to reflect a revised termination date of August 31, 2024, consisting of an additional term from February 1, 2020 through August 31, 2021 and three additional 12-month renewal options.
2. **SECTION IV** of the Contract, **CONTRACT AMOUNT**, letter B, is hereby deleted in its entirety.
- 3. **SECTION IV** of the Contract, **CONTRACT AMOUNT**, is hereby amended to add the following:
  - A. A one-time payment to DSHS of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** for receiving services provided by DSHS through August 31, 2021, for the 2020 BRFSS Survey.
  - B. A one-time payment to DSHS of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** for receiving services provided by DSHS through August 31, 2022, for the 2021 BRFSS Survey.
  - C. A one-time payment to DSHS of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** for receiving services provided by DSHS through August 31, 2023, for the 2022 BRFSS Survey.
  - D. A one-time payment to DSHS of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** for receiving services provided by DSHS through August 31, 2024, for the 2023 BRFSS Survey.
  - E. The total amount of this Contract is not to exceed **FOUR HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$475,000.00)**.

4. **SECTION IX.F** of the Contract, **CONFIDENTIALITY**, is hereby amended by replacing the word "DSHS" with "either Party".
5. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK**, is hereby supplemented with the addition of **ATTACHMENT A-2, SUPPLEMENTAL STATEMENT OF WORK** for calendar year 2020.
6. **ATTACHMENT B** of the Contract, **DELIVERABLES SCHEDULE**, is hereby supplemented with the addition of **ATTACHMENT B-2, SUPPLEMENTAL DELIVERABLES SCHEDULE**.
7. **ATTACHMENT C** of the Contract, **EXPENDITURE REPORT AND PAYMENT REQUEST FORM**, is hereby supplemented with the addition of **ATTACHMENT C-2, SUPPLEMENTAL EXPENDITURE REPORT AND PAYMENT REQUEST FORM**.
8. This Amendment No. 2 shall be effective upon the date upon which both Parties have signed.
9. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract shall remain in full force and effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**


**SIGNATURE PAGE FOR AMENDMENT No. 2  
DSHS CONTRACT No. HHSREV100001115**

**DEPARTMENT OF STATE HEALTH SERVICES    CITY OF AUSTIN**

By: 

Name: Lara Lamprecht, DrPH  
Title: Assistant Deputy Commissioner

Date of Execution: 2/24/2020

By: 

Name: Christopher Shorter  
Title: Assistant City Manager

Date of Execution: 2-12-2020

**THE FOLLOWING ATTACHMENTS TO DEPARTMENT OF STATE HEALTH SERVICES CONTRACT  
No. HHSREV100001115 ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT A-2 SUPPLEMENTAL STATEMENT OF WORK  
ATTACHMENT B-2 SUPPLEMENTAL DELIVERABLES SCHEDULE  
ATTACHMENT C-2 SUPPLEMENTAL EXPENDITURE REPORT AND PAYMENT REQUEST FORM**

## **Attachment A-2**

### **SUPPLEMENTAL STATEMENT of WORK**

#### **City of Austin (City) Chronic Disease and Injury Prevention Program**

##### **1. Purpose**

DSHS annually conducts the Texas Behavioral Risk Factor Surveillance System random-digit dial telephone survey (BRFSS Survey) of adults residing in Texas. The BRFSS Survey provides statewide estimates on a variety of behavioral risk factors, including smoking prevalence and other indicators of tobacco use.

The 2020 BRFSS Survey will include 10,000 respondents. City is requesting DSHS oversample Travis County residents to increase the number of respondents residing in Travis County to a total of 948 completed surveys in the 2020 BRFSS Survey.

##### **2. Contract Work Plan**

In preparation for the BRFSS Survey oversampling, DSHS has completed the following activities and Deliverables:

- A. Finalized and submitted a 2020 BRFSS sampling plan design to Centers for Disease Control (CDC) for 948 completed surveys, which includes the Travis County oversample, on November 12, 2019. The sampling design included a plan for a 2:8 landline-to-cell-phone ratio that also provides for a 10% variance.
- B. Finalized the 2020 Texas BRFSS Survey instrument and will submit it to the City in December 2019.

DSHS will complete the following activities and Deliverables:

- C. Administer the 2020 BRFSS Survey throughout the calendar year, January 1, 2020, to December 31, 2020, for data collection in both English and Spanish.
- D. Provide an update at mid-point of the data collection period, in July of 2020, to City regarding the total number of surveys completed in Travis County. This update will include the number of surveys completed for 18- to 24-year-olds, the number of completed landline interviews, and the number of completed cell phone interviews.
- E. Submit the 2020 BRFSS Public Use Data File to City by August 31, 2021.
- F. Complete all requirements of this Contract on or before August 31, 2021, for the 2020 BRFSS Survey.

- G. Invoice, using the Payment Request Form provided in Attachment C-2, by September 1, 2020, by submitting all documentation specified in Attachment A-2 of work completed for the 2020 BRFSS Survey.

### **3. Reimbursement, Reporting, and Monitoring**

#### **A. Request for Reimbursement**

The City agrees to pay DSHS SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for services rendered in accordance with the terms of this Contract for the 2020 BRFSS Survey oversample. DSHS will invoice the City for the 2020 BRFSS Survey on September 1, 2020, using Attachment C-2, Revised Expenditure Report and Payment Request Form, in addition to a proper invoice.

1. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the invoice. Invoices must include a unique invoice number. Invoices must be submitted along with a complete and correct Expenditure Report and Payment Request form.
2. If payment is not timely made (per paragraph 3.A.1), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
3. If partial shipments or deliveries are authorized by the City, DSHS will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
4. The City may withhold or set off the entire payment or part of any payment otherwise due DSHS to such extent as may be necessary on account of:
  - a. delivery of defective or non-conforming Deliverables by DSHS;
  - b. third-party claims, which are not covered by the insurance which DSHS is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - c. failure of DSHS to pay subcontractors, or for labor, materials or equipment;
  - d. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by DSHS;
  - e. reasonable evidence that DSHS's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - f. failure of DSHS to submit proper invoices with all required attachments and supporting documentation; or
  - g. failure of DSHS to comply with any material provision of the Contract Documents.

5. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
6. Payment will be made by check unless the Parties mutually agree to payment by credit card or electronic transfer of funds. DSHS agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

#### **B. Reporting**

The reports and documentation required in the Revised Deliverables Schedule (Attachment B-2) will be submitted to the following individual at the Chronic Disease and Injury Prevention Program at Austin Public Health at the following address:

Stephanie Helfman  
Chronic Disease and Injury Prevention Program Manager  
15 Waller Street  
RBJ Health Center, 4<sup>th</sup> Floor  
Austin, TX 78702  
(512) 972-5222  
[stephanie.helfman@austintexas.gov](mailto:stephanie.helfman@austintexas.gov)

#### **C. Monitoring**

Contract monitoring will be performed on an ongoing basis during the term of the Contract.



**Attachment B-2**

**SUPPLEMENTAL DELIVERABLES SCHEDULE**

<b>Date Due</b>	<b>Activities for 2020 BRFSS Survey</b>	<b>Documentation</b>
<b>7/30/2020</b>	Provide update at mid-point of data collection period to City regarding the total number of surveys completed in Travis County, including the number of surveys completed for 18- to 24-year-olds, the number of completed landline interviews, and the number of completed cell phone interviews.	DSHS will provide written update to City via email.
<b>8/31/2021</b>	Complete Travis County oversample and compile 2020 BRFSS Public Use Data File including the Travis County oversample.	DSHS will provide the 2020 BRFSS Public Use Data File to City via email.
<b>8/31/2021</b>	Completion of Contract	All deliverables listed in Contract work plan (Attachment A-2, Section 2).

**Attachment C-2**  
**Austin/Travis County HHSD**  
**EXPENDITURE REPORT**

**SECTION I - AGENCY**

Agency	Invoice #	Month/Year
Texas Department of State Health Services Cash Receipts Branch, MC 2003 PO Box 149347 Austin, Texas 78756		
	Program	Contract term
		05/08/2018-08/31/2021

**SECTION II - EXPENDITURES**

Line	Item	Approved Budget		Actual Expenditures & Balance		
		Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance	
	<b>PERSONNEL</b>					
1	Salaries	\$ -	\$ -	\$ -	\$ -	
2	Fringe	\$ -	\$ -	\$ -	\$ -	
A	<b>SUBTOTAL - PERSONNEL</b>	\$ -	\$ -	\$ -	\$ -	
	<b>OPERATING EXPENSES</b>					
3	Supplies	\$ -	\$ -	\$ -	\$ -	
4	Consultants / Contractual				\$ -	
5	Travel	\$ -	\$ -	\$ -	\$ -	
6	Equipment	\$ -	\$ -	\$ -	\$ -	
7	Other / Signage	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	
B	<b>SUBTOTAL - OP. EXPENSES</b>	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	
	<b>CAPITAL OUTLAY &gt;\$1,000</b>					
8	List items (only capital > \$1,000)	\$ -	\$ -	\$ -	\$ -	
C	<b>SUBTOTAL - CAPITAL</b>	\$ -	\$ -	\$ -	\$ -	
	<b>INDIRECT</b>					
D	Indirect expense	\$ -		\$ -		
	<b>SUBTOTAL - INDIRECT</b>	\$ -	\$ -	\$ -	\$ -	
9	<b>TOTALS (A+B+C+D)</b>	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	

**SECTION III - CERTIFICATION**



<b>Preparer's Signature:</b>		<b>Date:</b>	
<b>Authorized Signature:</b>		<b>Date:</b>	
<b>HHSD USE ONLY:</b>			
Reviewed & approved by: _____		<b>Date:</b>	_____

# Austin/Travis County HHSD PAYMENT REQUEST FORM

Invoice Number

**IMPORTANT:** The corresponding monthly Expenditure Report form must be provided with this Invoice

SECTION I - AGENCY		
Agency	Program	Month/Year
Texas Department of State Health Services Cash Receipts Branch, MC 2003 PO Box 149347 Austin, Texas 78756		
	Contract Term	PAYMENT REQUEST AMOUNT
	05/08/2018-08/31/2021	\$75,000.00
SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY		
Item	Funds	
1. CITY OF AUSTIN-Funded Program Budget	\$75,000	
2. Previous Payments Requested	\$0.00	
3. AMOUNT OF THIS PAYMENT REQUEST	\$75,000.00	
4. Total Payments Requested (Item 2 plus Item 3)	\$75,000.00	
5. Balance (Item 1, minus Item 4)	\$0	
SECTION III - CERTIFICATION <i>(Must be completed by Contractor)</i>		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date
SECTION IV - PAYMENT APPROVAL - <i>(City of Austin Use ONLY)</i>		
Contract Manager's Signature	Name and Title	Date
	(HHSD staff) Grants Coordinator	
D.O./ Purchase Order	Fund / Department/ Unit	Allocated Amounts
	TOTAL AMOUNT APPROVED:	
Staff Comments:		

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHSREV100001115  
AMENDMENT NO. 1**

The DEPARTMENT OF STATE HEALTH SERVICES ("DSHS") and City of Austin ("City"), a home-rule municipality, who are collectively referred to herein as the "Parties," to that certain Texas Behavioral Risk Factor Surveillance System (BRFSS) Contract effective May 8, 2018, and denominated as DSHS Contract No. HHSREV100001115 (the "Contract"), now desire to amend the Contract.

WHEREAS, the Parties have chosen to exercise their option to extend the term of the Contract in accordance with Section II of the Contract; and

WHEREAS, the Parties desire to make additional funds available in support of the services provided under the Contract through August 31, 2020; and

WHEREAS, the Parties desire to add a Supplemental Statement of Work, Deliverables Schedule, and Expenditure Report and Payment Request Form to allow for successful completion of the Project.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. SECTION II of the Contract, TERM OF THE CONTRACT, is hereby amended to reflect a revised termination date of August 31, 2020.
2. SECTION IV of the Contract, CONTRACT AMOUNT, letter B, is hereby deleted in its entirety.
3. SECTION IV of the Contract, CONTRACT AMOUNT, is hereby amended to add the following:
  - B. A one-time payment to DSHS of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for receiving services provided by DSHS through August 31, 2020, for the 2019 BRFSS Survey.
  - C. The total amount of this Contract is not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00).
4. ATTACHMENT A of the Contract, STATEMENT OF WORK, is hereby supplemented with the addition of ATTACHMENT A-1, SUPPLEMENTAL STATEMENT OF WORK for calendar year 2019.
5. ATTACHMENT B of the Contract, DELIVERABLES SCHEDULE, is hereby supplemented with the addition of ATTACHMENT B-1, SUPPLEMENTAL DELIVERABLES SCHEDULE.
6. ATTACHMENT C of the Contract, EXPENDITURE REPORT AND PAYMENT REQUEST FORM, is hereby supplemented with the addition of ATTACHMENT C-1, SUPPLEMENTAL EXPENDITURE REPORT AND PAYMENT REQUEST FORM.
7. This Amendment No. 1 shall be effective upon the date upon which both Parties have signed.

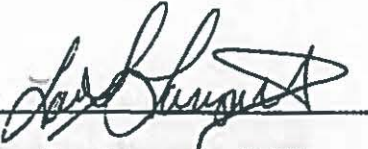
8. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.

9. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT No. 1  
DSHS CONTRACT NO. HHSREV100001115**


**DEPARTMENT OF STATE HEALTH SERVICES    CITY OF AUSTIN**

By: 

**Name: Lara Lamprecht, DrPH**

**Title: Assistant Deputy Commissioner**

**Date of Execution: 1/23/19**

By: 

**Name: Sara Hensley**

**Title: Acting Assistant City Manager**

**Date of Execution: ~~1-7-18~~ 1-24-19** 

**THE FOLLOWING ATTACHMENTS TO DEPARTMENT OF STATE HEALTH SERVICES CONTRACT  
NO. HHSREV100001115 ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT A-1 SUPPLEMENTAL STATEMENT OF WORK**

**ATTACHMENT B-1 SUPPLEMENTAL DELIVERABLES SCHEDULE**

**ATTACHMENT C-1 SUPPLEMENTAL EXPENDITURE REPORT AND PAYMENT REQUEST FORM**



## **Attachment A-1**

### **SUPPLEMENTAL STATEMENT of WORK**

#### **City of Austin (City) Chronic Disease and Injury Prevention Program**

##### **1. Purpose**

DSHS annually conducts the Texas Behavioral Risk Factor Surveillance System random-digit dial telephone survey (BRFSS Survey) of adults residing in Texas. The BRFSS Survey provides statewide estimates on a variety of behavioral risk factors, including smoking prevalence and other indicators of tobacco use.

The 2019 BRFSS Survey will include 11,000 respondents. City is requesting DSHS oversample Travis County residents to increase the number of respondents residing in Travis County to a total of 948 completed surveys in the 2019 BRFSS Survey.

##### **2. Contract Work Plan**

In preparation for the BRFSS Survey oversampling, DSHS has completed the following activities and Deliverables:

- A. Finalized and submitted a 2019 BRFSS sampling plan design to Centers for Disease Control (CDC) for 948 completed surveys, which includes the Travis County oversample, on October 19, 2018. The sampling design included a plan for a 4:6 landline-to-cell-phone ratio that also provides for a 10% variance.
- B. Finalized the 2019 Texas BRFSS Survey instrument, and will submit to the City in December, 2018.

DSHS will complete the following activities and Deliverables:

- C. Administer the 2019 BRFSS Survey throughout the calendar year, January 1, 2019, to December 31, 2019, for data collection in both English and Spanish.
- D. Provide an update at mid-point of the data collection period, in July of 2019, to City regarding the total number of surveys completed in Travis County. This update will include the number of surveys completed for 18- to 24-year-olds, the number of completed landline interviews, and the number of completed cell phone interviews.
- E. Submit the 2019 BRFSS Public Use Data File to City by August 31, 2020.
- F. Complete all requirements of this Contract on or before August 31, 2020, for the 2019 BRFSS Survey.



G. Invoice, using the Payment Request Form provided in Attachment C-1, by September 2, 2019, by submitting all documentation specified in Attachment A-1 of work completed for the 2019 BRFSS Survey.

### **3. Reimbursement, Reporting, and Monitoring**

#### **A. Request for Reimbursement**

The City agrees to pay DSHS SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for services rendered in accordance with the terms of this Contract for the 2019 BRFSS Survey oversample. DSHS will invoice the City for the 2019 BRFSS Survey on September 2, 2019, using Attachment C-1, Revised Expenditure Report and Payment Request Form, in addition to a proper invoice.

1. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the invoice. Invoices must include a unique invoice number. Invoices must be submitted along with a complete and correct Expenditure Report and Payment Request form.
2. If payment is not timely made (per paragraph 3.A.1), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
3. If partial shipments or deliveries are authorized by the City, DSHS will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
4. The City may withhold or set off the entire payment or part of any payment otherwise due DSHS to such extent as may be necessary on account of:
  - a. delivery of defective or non-conforming Deliverables by DSHS;
  - b. third party claims, which are not covered by the insurance which DSHS is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - c. failure of DSHS to pay subcontractors, or for labor, materials or equipment;
  - d. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by DSHS;
  - e. reasonable evidence that DSHS's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - f. failure of DSHS to submit proper invoices with all required attachments and supporting documentation; or
  - g. failure of DSHS to comply with any material provision of the Contract Documents.

5. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
6. Payment will be made by check unless the Parties mutually agree to payment by credit card or electronic transfer of funds. DSHS agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

#### **B. Reporting**

The reports and documentation required in the Revised Deliverables Schedule (Attachment B-1) will be submitted to the following individual at the Chronic Disease and Injury Prevention Program at Austin Public Health at the following address:

Stephanie Helfman  
Chronic Disease and Injury Prevention Program Manager  
15 Waller Street  
RBJ Health Center, 4<sup>th</sup> Floor  
Austin, TX 78702  
(512) 972-5222  
stephanie.helfman@austintexas.gov

#### **C. Monitoring**

Contract monitoring will be performed on an ongoing basis during the term of the Contract.

**Attachment B-1**

**SUPPLEMENTAL DELIVERABLES SCHEDULE**

<b>Date Due</b>	<b>Activities for 2019 BRFSS Survey</b>	<b>Documentation</b>
<b>7/30/2019</b>	Provide update at mid-point of data collection period to City regarding the total number of surveys completed in Travis County, including the number of surveys completed for 18- to 24-year-olds, the number of completed landline interviews, and the number of completed cell phone interviews.	DSHS will provide written update to City via email.
<b>8/31/2020</b>	Complete Travis County oversample and compile 2019 BRFSS Public Use Data File including the Travis County oversample.	DSHS will provide the 2019 BRFSS Public Use Data File to City via email.
<b>8/31/2020</b>	Completion of Contract	All deliverables listed in Contract work plan (Attachment A-1, Section 2).



## Attachment C-1

## Austin Public Health

## SUPPLEMENTAL EXPENDITURE REPORT

SECTION I - AGENCY					
Agency		Invoice #	Month/Year		
Texas Department of State Health Services Cash Receipts Branch, MC 2003 PO Box 149347 Austin, Texas 78714-9347					
		Program	Contract term		
		N/A	5/8/2018-8/31/2020		
SECTION II - EXPENDITURES					
Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$ -	\$ -	\$ -	\$ -
2	Fringe	\$ -	\$ -	\$ -	\$ -
A	<b>SUBTOTAL - PERSONNEL</b>	\$ -	\$ -	\$ -	\$ -
	OPERATING EXPENSES		\$ -		
3	Supplies	\$ -	\$ -	\$ -	\$ -
4	Consultants / Contractual				\$ -
5	Travel	\$ -	\$ -	\$ -	\$ -
6	Equipment	\$ -	\$ -	\$ -	\$ -
7	Other	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
B	<b>SUBTOTAL - OP. EXPENSES</b>	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
	CAPITAL OUTLAY >\$1,000				
8	List Items (only capital > \$1,000)	\$ -	\$ -	\$ -	\$ -
C	<b>SUBTOTAL - CAPITAL</b>	\$ -	\$ -	\$ -	\$ -
	INDIRECT				
D	Indirect expense	\$ -		\$ -	
	<b>SUBTOTAL - INDIRECT</b>	\$ -	\$ -	\$ -	\$ -
9	<b>TOTALS (A+B+C+D)</b>	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
SECTION III - CERTIFICATION					
Preparer's Signature: _____			Date: _____		
Authorized Signature: _____			Date: _____		
<b>APH USE ONLY:</b>					
Reviewed & approved by: _____			Date: _____		

# Austin Public Health

## PAYMENT REQUEST FORM

Invoice Number

**IMPORTANT: The corresponding monthly Expenditure Report form must be provided with this invoice**

SECTION I - AGENCY		
Agency	Program	Month/Year
Texas Department of State Health Services Cash Receipts Branch, MC 2003 PO Box 149347 Austin, Texas 78714-9347	N/A	
	Contract Term	PAYMENT REQUEST AMOUNT
	5/8/2018-8/31/2020	

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Funds
1. CITY OF AUSTIN-Funded Program Budget	\$75,000
2. Previous Payments Requested	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$75,000

SECTION III - CERTIFICATION <i>(Must be completed by Contractor)</i>		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - <i>(City of Austin Use ONLY)</i>		
Contract Manager's Signature	Name and Title	Date
	(APH staff) Grants Coordinator	
D.O./Purchase Order	Fund / Department/ Unit	Allocated Amounts
<b>TOTAL AMOUNT APPROVED:</b>		

Staff Comments:



## **M E M O R A N D U M**

**City of Austin  
Financial Services Department  
Purchasing Office**

**DATE:** August 9, 2018

**TO:** Memo to File

**FROM:** John Hilbun, Contract Mgmt Specialist IV

**RE:** MA 9100 NI180000016 Texas Department of State Health Services

This Interlocal Agreement was created by the legal staff of Austin Public Health and is administered by of Austin Public Health Social Services Department. This Interlocal Agreement was approved by Austin City Council on 12/14/17, #39.

All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this contract other than the creation of the payment mechanism for accounting purposes.

Additional Note: The RCA awards \$200,000 for the term of November 1, 2017 through September 1, 2020, but the Interlocal Agreement itself awards \$100,000 for the initial term (from execution through 08/31/19), with a 12-month option for \$75,000. This contract has been executed according to dollar amounts and terms described in the Interlocal Agreement.



**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHSREV100001115**



This contract HHSREV100001115 (the "Contract") is entered into between the Texas Department of State Health Services (DSHS), on behalf of its Center for Health Statistics (CHS), and the City of Austin (City), a home-rule municipality, situated in Hays, Travis, and Williamson Counties. DSHS and City are collectively referred to herein as the "Parties."

- I. Purpose of the Contract. DSHS agrees to oversample Travis County residents to increase the number of Texas Behavioral Risk Factor Surveillance (BFRSS) surveys from Travis County.
- II. Term of the Contract. The Contract is effective on the date upon which both Parties have signed the Contract, and ends on August 31, 2019 (Initial Term), unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may renew this Contract for one additional term by executing a written amendment. The City's obligation during the term is subject to appropriation of current revenue for each fiscal year during the term.
- III. Authority. The Parties enter into this Contract under the authority of Texas Health and Safety Code Chapters 12 and 1001.
- IV. Contract Amount. City agrees to pay DSHS:
  - A. A one-time payment of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for services provided by DSHS related to the 2018 BRFSS Survey.
  - B. A one-time payment to DSHS of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for receiving services provided by DSHS in the event the Parties renew the Contract for the 2019 BRFSS Survey.
- V. Statement of Work.
  - A. The Statement of Work identified in Attachment A details the oversample services to be performed by DSHS, and is incorporated as part of this Contract.
  - B. DSHS has conducted and will continue to conduct telephone surveys of randomly selected Texas residents from January, 2018 to December, 2018 for the 2018 BRFSS Survey. Surveys will be administered according to the standard BRFSS Survey process.
  - C. DSHS will conduct an oversample for the Travis County areas as identified in Attachment A of this Contract.

D. DSHS will return a file to City containing the Texas BRFSS Survey Public Use Data File (PUDF) by July, 2019 for the 2018 BRFSS Survey.

VI. Billing. On September 3, 2018, DSHS will send an invoice, using the Payment Request Form provided in Attachment C, to City for the 2018 oversample by submitting all documentation of completed work as specified in Attachment B, which is incorporated as part of this Contract.

VII. Payment.

A. City will remit payment to DSHS within 30 days following receipt of billing. Payment by City will be considered made on the date postmarked.

B. City will send payment to DSHS at the address below, with an electronic copy of the payment to the DSHS Representative provided in Section VIII.

Department of State Health Services  
Cash Receipts Branch, MC 2003  
PO Box 149347  
Austin, Texas 78714-9347

Note: City should reference Account No. ZZ518-053 when remitting payment.

VIII. Representative. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

DSHS	CITY
Kathleen Uptmor 1100 W 49 <sup>th</sup> Street Mail Code 1990 Austin, Texas 78756 Telephone: (512) 776-3945 Email: <a href="mailto:Kathleen.Uptmor@dshs.texas.gov">Kathleen.Uptmor@dshs.texas.gov</a>	Stephanie Helfman 15 Waller Street, 4 <sup>th</sup> Floor P.O. Box 1088 Austin TX 78767 Telephone: (512) 972-5222 Email: <a href="mailto:stephanie.helfman@austintexas.gov">stephanie.helfman@austintexas.gov</a>
With a copy to BRFSS Coordinator: Rebecca Wood 1100 W 49 <sup>th</sup> Street, Room M625 Mail Code 1898 Austin, Texas 78756 Telephone: (512) 776-6579 Email: <a href="mailto:Rebecca.Wood@dshs.texas.gov">Rebecca.Wood@dshs.texas.gov</a>	

IX. **General Terms and Conditions.**

- A. **Amendment.** This Contract may be modified by written amendment signed by the Parties. Any modification or amendment of this Contract will be approved by the governing body of the City and DSHS, and will be signed by the authorized signatory of both Parties.
- B. **Suspension of Services under this Contract.** In the event of an emergency of information technology system failure, DSHS may temporarily suspend services without advance notice.
- C. **Termination.**
1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party.
  2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
  3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
  4. **Transition after Termination.** At the end of the term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.
- D. **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to DSHS. The City shall provide DSHS written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- E. **Governing Law.** This Contract is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Contract, either administrative or judicial, shall be proper and lie exclusively in Travis County, Texas.

- F. **Confidentiality.** The Parties agree to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038. The Parties agree to maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information who will protect the records or information from re-disclosure as required by law. The Parties further agree that notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decisions or ruling by the Attorney General that such information constitutes public information, or as otherwise provided by law.
- G. **Waiver.** No waiver of performance by either Party will be construed or operate as a continuing waiver of any event of default of any terms or conditions of this Contract.
- H. **Compliance.** The Parties agree to comply with all federal, state, and local laws, rules, and regulations applicable to the performance of the services under this Contract.
- I. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Contract is void or unenforceable, the remainder of this Contract will remain effective to the extent permitted by law.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons, whose signatures appear below, have the authority to execute this Contract on behalf of their respective Party.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHSREV100001115**

**DEPARTMENT OF STATE HEALTH SERVICES**

**CITY OF AUSTIN**

  
Signature

  
Signature

Lara Lamprecht, DrPH  
Printed Name

Sara Hensley  
Printed Name

Assistant Deputy Commissioner  
Title

Acting Assistant City Manager

Title

Date 5/8/18

Date 4/27/18

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHSREV100001115  
ARE HEREBY INCORPORATED BY REFERENCE:**

**ATTACHMENT A - STATEMENT OF WORK  
ATTACHMENT B - DELIVERABLES SCHEDULE  
ATTACHMENT C - EXPENDITURE REPORT AND PAYMENT REQUEST FORM**

## **Attachment A**

### **STATEMENT of WORK**

#### **City of Austin (City) Chronic Disease and Injury Prevention Program**

##### **1. Purpose**

DSHS annually conducts the Texas Behavioral Risk Factor Surveillance System random-digit dial telephone survey (BRFSS Survey) of adults residing in Texas. The BRFSS Survey provides statewide estimates on a variety of behavioral risk factors, including smoking prevalence and other indicators of tobacco use.

The 2018 BRFSS Surveys will include 10,000 respondents. City is requesting DSHS oversample Travis County residents to increase the number of respondents residing in Travis County to a total of 1212 completed surveys in the 2018 BRFSS survey.

##### **2. Contract Work Plan**

In preparation for the BRFSS Survey oversampling, DSHS has completed the following activities and Deliverables:

- A. Finalized and submitted a 2018 BRFSS sampling plan design to Centers for Disease Control (CDC) for 1,212 completed surveys, which includes the Travis County oversample on December 30, 2017. The sampling design included a plan for a 1:1 landline-to-cell-phone ratio that also provides for a 10% variance.
- B. Finalized the 2018 November BRFSS Survey instrument and submitted to the City in November, 2017.

DSHS will complete the following activities and Deliverables:

- C. Administer the 2018 BRFSS Survey throughout the year for data collection in both English and Spanish.
- D. Provide an update at mid-point of the data collection period, in July of 2018, to City regarding the total number of surveys completed in Travis County. This update will include the number of surveys completed for 18- to 24-year-olds, the number of completed landline interviews, and the number of completed cell phone interviews.
- E. Submit the 2018 BRFSS Public Use Data File to City by July, 2019.
- F. Complete all requirements of this Contract on or before August 31, 2019 for the 2018 BRFSS Survey.



G. Invoice, using the Payment Request Form provided in Attachment C, by September 3, 2018, by submitting all documentation specified in Attachment A of work completed for the 2018 BRFSS Survey.

### **3. Reimbursement, Reporting, and Monitoring**

#### **A. Request for Reimbursement**

The City agrees to pay DSHS ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for services rendered in accordance with the terms of this Contract for the 2018 BRFSS Survey oversample. DSHS will invoice the City for the 2018 BRFSS Survey on September 3, 2018, using Attachment C: Expenditure Report and Payment Request Form, in addition to a proper invoice.

1. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later. Invoices must include a unique invoice number. Invoices must be submitted along with a complete and correct Expenditure Report and Payment Request form.
2. If payment is not timely made (per paragraph 3.A.1), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
3. If partial shipments or deliveries are authorized by the City, DSHS will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
4. The City may withhold or set off the entire payment or part of any payment otherwise due DSHS to such extent as may be necessary on account of:
  - a. delivery of defective or non-conforming Deliverables by DSHS;
  - b. third party claims, which are not covered by the insurance which DSHS is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - c. failure of DSHS to pay subcontractors, or for labor, materials or equipment;
  - d. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by DSHS;
  - e. reasonable evidence that DSHS's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - f. failure of DSHS to submit proper invoices with all required attachments and supporting documentation; or
  - g. failure of DSHS to comply with any material provision of the Contract Documents.
5. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears

to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

6. Payment will be made by check unless the Parties mutually agree to payment by credit card or electronic transfer of funds. DSHS agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

#### **B. Reporting**

The reports and documentation required in the Deliverables Schedule (Attachment B) will be submitted to the following individual at the Chronic Disease and Injury Prevention Program at Austin Public Health at the following address:

Stephanie Helfman  
Chronic Disease and Injury Prevention Program Manager  
15 Waller Street  
RBJ Health Center, 4<sup>th</sup> Floor  
Austin, TX 78702  
(512) 972-5222  
stephanie.helfman@austintexas.gov

#### **C. Monitoring**

Contract monitoring will be performed on an ongoing basis during the term of the Contract.

**Attachment B**

**DELIVERABLES SCHEDULE**

<b>Date Due</b>	<b>Activities for 2018 BRFSS Survey</b>	<b>Documentation</b>
<b>7/30/2018</b>	Provide update at mid-point of data collection period to City regarding the total number of surveys completed in Travis County, including the number of surveys completed for 18- to 24-year-olds, the number of completed landline interviews, and the number of completed cell phone interviews.	DSHS will provide written update to City via email.
<b>7/30/2019</b>	Complete Travis County oversample and compile 2018 BRFSS Public Use Data File including the Travis County oversample.	DSHS will provide the 2018 BRFSS Public Use Data File to City via email.
<b>8/31/2019</b>	Completion of Contract	All deliverables listed in Contract work plan (Attachment A, Section 2).

## Attachment C

## EXPENDITURE REPORT AND PAYMENT REQUEST FORM

**Austin Public Health**  
**EXPENDITURE REPORT**

SECTION I - AGENCY					
Agency		Invoice #	Month/Year		
Texas Department of State Health Services Cash Receipts Branch, MC 2003 PO Box 149347 Austin, Texas 78756					
		Program	Contract term		
		N/A	11/1/2017-9/1/2019		

SECTION II - EXPENDITURES					
Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
	<b>PERSONNEL</b>				
1	Salaries	\$ -	\$ -	\$ -	\$ -
2	Fringe	\$ -	\$ -	\$ -	\$ -
A	<b>SUBTOTAL - PERSONNEL</b>	\$ -	\$ -	\$ -	\$ -
	<b>OPERATING EXPENSES</b>				
3	Supplies	\$ -	\$ -	\$ -	\$ -
4	Consultants / Contractual				\$ -
5	Travel	\$ -	\$ -	\$ -	\$ -
6	Equipment	\$ -	\$ -	\$ -	\$ -
7	Other	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
B	<b>SUBTOTAL - OP. EXPENSES</b>	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	<b>CAPITAL OUTLAY &gt;\$1,000</b>				
8	List items (only capital > \$1,000)	\$ -	\$ -	\$ -	\$ -
C	<b>SUBTOTAL - CAPITAL</b>	\$ -	\$ -	\$ -	\$ -
	<b>INDIRECT</b>				
D	Indirect expense	\$ -		\$ -	
	<b>SUBTOTAL - INDIRECT</b>	\$ -	\$ -	\$ -	\$ -
G	<b>TOTALS (A+B+C+D)</b>	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00

SECTION III - CERTIFICATION	
Preparer's Signature: _____	Date: _____
Authorized Signature: _____	Date: _____

<b>APH USE ONLY:</b>	
Reviewed & approved by: _____	Date: _____

# Austin Public Health

## PAYMENT REQUEST FORM

Invoice Number

**IMPORTANT:** The corresponding monthly Expenditure Report form must be provided with this invoice

SECTION I - AGENCY		
Agency	Program	Month/Year
Texas Department of State Health Services Cash Receipts Branch, MC 2003 PO Box 140347 Austin, Texas 78758	N/A	
	Contract Term	PAYMENT REQUEST AMOUNT
	11/1/2017-9/1/2019	

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Funds
1. CITY OF AUSTIN-Funded Program Budget	\$100,000
2. Previous Payments Requested	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$100,000

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (City of Austin Use ONLY)		
Contract Manager's Signature	Name and Title (APH staff) Grants Coordinator	Date
D.O./ Purchase Order	Fund / Department/ Unit	Allocated Amounts
TOTAL AMOUNT APPROVED:		

Staff Comments: